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U. S. DEPARTMENT OF AGRICULTURE
U.S. FEDERAL CROP INSURANCE CORPORATION

1942 COTTON CROP INSURANCE REGULATIONS



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1942 COTTON CROP INSURANCE REGULATIONS

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture administered for the benefit of agriculture.

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop Insurance Act of 1938, as amended, these regulations are hereby published and prescribed to be in force and effect, with respect to the 1942 Cotton Crop Insurance Program, until amended or superseded by regulations hereafter made.

PART I.—Manner of Obtaining Insurance

SECTION 1. *Application for insurance.*—Application for insurance, on a form prescribed by the Corporation for such purpose, may be made by any person to cover his interest as landlord, owner, tenant, or sharecropper in cotton to be grown in 1942. An application shall cover each insurance unit in the county in which the applicant has an interest in the cotton crop at the beginning of the planting thereof. Applications must be submitted to the office of the county committee on or before the closing date.

SECTION 2. *Acceptance of applications by the Corporation.*—(a) Upon acceptance of an application by the county committee, the insurance contract shall be in effect: *Provided, however,* That the average yields and the premium rates specified in the application are those approved by the Corporation for the insurance unit covered by the application; and *Provided, further,* That such application is submitted in accordance with the provisions of the application, these regulations and any amendments thereto. Acceptance of the application shall be evidenced by the delivery on behalf of all applicants to the

applicant whose signature appears in paragraph 8 of the application, of a copy of the application signed by a member of the county committee for and on behalf of such committee.

(b) The right is reserved to reject any application for insurance or to limit the insured percentage to 50 percent of the average yield for the insurance unit covered by the application in any case where the county committee determines that the risk to be incurred under the insurance contract warrants either such action.

PART II.—Premium for Insurance Contract

SECTION 3. *Amount of premium.*—The premium for each insured on his insurance unit shall be the number of pounds of lint cotton determined by multiplying the acreage of cotton planted, as determined by the Corporation (but not in excess of the maximum insurable acreage), by the premium rate per acre and by the insured's interest in the crop. The premium with respect to each insurance unit shall be regarded as earned when the cotton crop on such unit is planted. The minimum premium payable by the insured with respect to any insurance unit shall be ten pounds.

SECTION 4. *Manner of payment of premium.*—(a) Each applicant for insurance shall sign a note, which is part of his application, for the payment of the premium for his insurance contract. Such notes shall be payable on or before the maturity date specified in Section 46. If the Corporation makes settlement for any indemnity, or the applicant secures a loan from Commodity Credit Corporation on any indemnity cotton before such date, the maturity date shall become the day on which settlement of the indemnity is computed by the Corporation, or the

day application for such loan is made, as the case may be. Said notes shall not bear interest either before or after maturity.

(b) Payments on said notes may be made in whole or in part before maturity, either in cotton or cash, or both. After maturity, payment may be made only in cash. In connection with any payment, there shall be credited on the note the number of whole pounds of lint cotton computed by dividing the payment made (the proceeds of the cotton if cotton is paid) by the cash equivalent price per pound, for the date of payment or the maturity date, whichever occurs first.

(c) If the applicant does not agree to participate in the 1942 Agricultural Conservation Program, the premium on the maximum insurable acreage for each insurance unit listed in the application must be paid at the time the application is submitted to the office of the county committee.

(d) If a note is not paid at maturity, the amount unpaid may be deducted, (1) by the Corporation from any indemnity due to the insured, (2) from the proceeds of any commodity loan to him, and (3) by the Secretary of Agriculture from any payment made to him under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress administered by the United States Department of Agriculture.

(e) Payments in cash shall be made by means of cash or by check, money order, or bank draft, payable to the Treasurer of the United States, and all checks and drafts will be accepted subject to collection, and payments tendered shall not be regarded as paid unless collection is made. When a payment is made in cotton it shall be by means of an instrument acceptable to the Corporation representing salable cotton.

PART III.—Insurance Coverage

SECTION 5. *Insurance period.*—Insurance with respect to any insurance unit shall attach at the time the crop is planted and shall cease with

respect to any portion of the crop upon weighing in at the gin, other disposal after harvest, upon transfer of interest in unharvested cotton after harvest is commenced, or January 21, 1943 (unless such date is extended in writing by the Corporation), whichever occurs first.

SECTION 6. *Insured production.*—The insured production on each insurance unit shall be the number of pounds of lint cotton determined by multiplying the acreage of cotton planted (as determined by the Corporation, but not in excess of the maximum insurable acreage) by the lint cotton insurance per acre and by the insured's interest in the crop at the beginning of planting.

SECTION 7. *Causes of loss or damage insured against.*—The insurance contract shall cover loss in yield of lint cotton and cottonseed due to any unavoidable cause or causes but shall not cover damage to quality or loss in yield caused by the neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper or wage hand, or by theft, use of defective or unadapted seed, failure to properly prepare the land for planting, or properly to plant, harvest or care for the insured crop, or by failure to replant the cotton in areas and under circumstances where the Corporation determines it is customary to replant, or where insurance is written on an irrigated basis, failure to properly apply irrigation water to cotton in proportion to the amount of water available for all irrigated crops.

SECTION 8. *Notice of transfer, damage, removal, etc., of cotton crop.*—(a) Notice in writing on a form prescribed for such purpose shall be given the Corporation at the office of the county committee immediately after the cotton crop, or any portion thereof, is transferred to another person, or, if a loss is probable, immediately after any material damage to the insured crop, or before the crop is harvested, removed, or any other use is made of the insured crop. Any such notice shall be given at such

time that the Corporation may have reasonable time in which to make appropriate investigation.

(b) Any portion of the cotton crop that has been destroyed or substantially destroyed may be put to another use with the consent of the Corporation subject to an appraisal of the yield by the Corporation that would be realized if such portion of the crop remained for harvest. No acreage planted to cotton shall be considered as put to another use as long as any cotton on such acreage is remaining for harvest. There shall be no abandonment of any crop or portion thereof to the Corporation.

SECTION 9. *Time of loss.*—Loss, if any, shall be deemed to have occurred at the completion of weighing in of the insured crop at the gin or disposal of the harvested crop, or January 21, 1943 (unless such date is extended in writing by the Corporation), whichever occurs first, unless there is a total or substantially total destruction of the entire crop at an earlier time, in which event the loss shall be deemed to have occurred at the time of such total or substantially total destruction as determined by the Corporation. The cotton crop shall be deemed to have been substantially totally destroyed if the Corporation finds that it has been so badly damaged that farmers generally in the area where the farm is located and on whose farms similar losses occurred would not further care for the crop or harvest any portion thereof.

SECTION 10. *Proof of loss.*—If a loss is claimed, the insured shall submit to the Corporation at the office of the county committee, on a form prescribed for that purpose, a statement in proof of loss containing such information as may reasonably be required regarding the insured crop. Such statement in proof of loss shall be submitted not later than 30 days after the time of loss, unless such time is extended in writing by the Corporation. It shall be a condition precedent to any liability under the insurance contract that the insured establish that any loss for which claim is made has been directly caused by a hazard insured against by the insur-

ance contract during the term of the contract, and that the insured further establish that such loss has not arisen from or been caused by, either directly or indirectly, any of the hazards not insured against by the insurance contract.

SECTION 11. *Amount of loss.*—The amount of loss for which indemnity will be payable with respect to any insurance unit will be the number of pounds of lint cotton by which the insured's interest at the time harvest is commenced (and covered by insurance) of cotton harvested from the insurance unit and weighed in at the gin, cotton harvested (and not destroyed) but not weighed in at the gin, and the appraised production of cotton not harvested but left standing in the field is less than his insured production for such unit: *Provided, however,* That such amount shall be subject to one or more of the following reductions, whenever applicable, multiplied by the insured's interest in the crop at the time harvest is commenced: (a) where any acreage of cotton planted is put to another use with the consent of the Corporation, the number of pounds of cotton equal to the appraised production from such acreage; (b) where any acreage of cotton is not replanted to cotton in areas and under circumstances where it is customary to replant cotton, the number of pounds of cotton by which the amount of cotton determined as the production from such acreage is less than the product of the acreage, the average yield and the insured percentage; (c) where the actual production of cotton on any acreage is reduced either in whole or in part by causes not insured against, including (1) the use of such acreage for any purpose other than the production of cotton, without the consent of the Corporation, and (2) failure to properly apply irrigation water to cotton in proportion to the water available for all irrigated crops in instances in which insurance is written on an irrigated basis, a number of pounds equal to the appraised reduction in production: *Provided, however,* That with respect to any acreage on which there is a complete failure in yield

due solely to a cause not insured against, such number of pounds shall not be less than the product of the acreage, the average yield and the insured percentage; (d) where any acreage of cotton is planted on acreage of poorer average quality than the average quality of the land considered in establishing the average yield and premium rate and such planting was not the result of an established rotation, or where the Corporation's risk has been increased upon any acreage by (1) the planting of a different variety of cotton than the variety of cotton considered in establishing the average yield or premium rate, (2) the following of a different fertilizer or other practice in connection with the production of cotton on the insurance unit than the practice taken into consideration in establishing the average yield and premium rate for the unit, (3) or the planting of the cotton crop under conditions of immediate hazard without adjustment of the average yield or premium rate to reflect such hazard, a number of pounds equal to the product of such acreage, the insured percentage and the number of pounds of cotton per acre representing the difference between the average yield established and the yield appraised on the basis of the quality of the land seeded, the variety of cotton planted, the practice followed, or the immediate hazard at the time of planting, as the case may be. This adjustment shall be made for any one or more of the reasons listed in this item, notwithstanding that damage or total destruction of the insured crop occurs by reason of any other cause. (e) To the amount of lint loss, there shall be added a number of pounds of lint cotton equal to 19 percent of the amount of lint loss to cover loss of cottonseed.

PART IV.—Payment of Indemnity

SECTION 12. *When indemnity payable.*—The amount of loss for which the Corporation may be liable with respect to any farm covered by the insurance contract shall be payable within 30 days after satisfactory proof of loss is ap-

proved by the Corporation. Notwithstanding the fact that payment of any indemnity is delayed for any reason beyond the time specified, the Corporation shall not be liable for interest or damages on account of such delay.

SECTION 13. *Manner of payment of indemnity.*—(a) In payment of any indemnity, the Corporation shall issue a certificate of indemnity specifying the number of pounds of lint cotton due as indemnity and bearing an expiration date. Such certificate shall not be assignable except for the purposes of securing a commodity loan upon cotton from the Commodity Credit Corporation in the event such loans are made. This certificate may be used (1) to obtain the cash equivalent of the indemnity, (2) to obtain lint cotton in payment of the indemnity (payments in cotton shall be in terms of bales only), (3) to obtain a commodity loan upon the cotton represented by the certificate in accordance with the rules of the Commodity Credit Corporation if loans upon the 1942 cotton crop are made available by Commodity Credit Corporation and the insured is eligible for any such loan.

(b) The cash equivalent of the indemnity shall be the number of pounds of lint cotton specified in the certificate of indemnity multiplied by the cash equivalent price per pound established on the basis of the price of cotton at the applicable spot market on the day the insured's request is received, or the expiration date of the certificate, whichever is earlier, and less a reasonable charge for storage and handling. The schedule of such charges shall be shown on the certificate of indemnity.

(c) If the insured, prior to the expiration date of the certificate, requests payment of his indemnity in lint cotton and the Corporation determines that lint cotton is conveniently available for the payment of the indemnity, a warehouse receipt shall be delivered to the insured in an amount of cotton equal to the indemnity due, subject to adjustment for the location of the cotton paid as indemnity and subject also, where applicable, to deduction of an amount of

cotton representing the deductions that would have been made if settlement had been made in the cash equivalent.

(d) The certificate of indemnity may be used for the purpose of obtaining a commodity loan from the Commodity Credit Corporation upon the cotton represented thereby (if loans are made available by the Commodity Credit Corporation with respect to the 1942 cotton crop and the insured is eligible for such loan) in accordance with instructions issued by the Commodity Credit Corporation. If, at any time during the period of the loan, the insured elects to liquidate such loan, he may do so by notifying the Federal Crop Insurance Corporation on a form prescribed by the Corporation and request that the cash equivalent of the indemnity be established. The cash equivalent of the indemnity shall be established on the basis of the prices in effect on the date that the request of the insured is received in the appropriate branch office of the Corporation. The amount of the cash equivalent shall be computed in the same manner as is provided in paragraph (b) of this section. If the amount of the cash equivalent is not sufficient to liquidate the loan and charges in connection therewith, the Corporation shall notify the insured of such fact.

(e) The expiration date of the certificate of indemnity shall be 15 days after the final date established for obtaining cotton loans with respect to the 1942 cotton crop if such loans are made available by the Commodity Credit Corporation, or 90 days after the date of issuance of the certificate of indemnity, whichever is later. If any of the dates fall on other than a business day, the date of the next following business day shall apply.

SECTION 14. *Adjustments in connection with indemnity payments.*—In any case where settlement under the certificate of indemnity has been made by the Corporation, and an adjustment in the amount of indemnity is made for such case, the adjustment shall be made as of the same date as the original settlement.

SECTION 15. *Other insurance.*—If the insured has or acquires any other “all-risk” insurance against substantially all the risks that are insured against under the insurance contract on the crop or portion thereof covered in whole or in part by such insurance contract, whether valid or not, or whether collectible or not, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

SECTION 16. *Subrogation.*—The Corporation may require from the insured an assignment of all rights of recovery against any party for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

SECTION 17. *Suit.*—No suit or action shall be brought to enforce any claim for loss under the insurance contract unless all the requirements of such contract shall have been complied with.

SECTION 18. *Creditors.*—(a) An interest existing by virtue of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or any other legal process shall not be considered an interest in an insured crop within the meaning of these regulations.

(b) Any indemnity payable under an insurance contract shall be paid to and settlement under the certificate of indemnity made to, the insured, or to such other person as may be entitled to the benefits of the insurance contract under the provisions of these regulations, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person, nor shall the Corporation or any officer, employee, or representative thereof be a proper party to any suit or action with reference to such indemnity or the proceeds thereof nor be bound by any judgment, order, or decree rendered or entered therein. No officer, agent, or employee

of the Corporation shall pay, or cause to be paid, to any person other than the insured or other person entitled to the benefits of the insurance contract, any indemnity payable and settlement under any certificate of indemnity in accordance with the provisions of the insurance contract because of any such process, order, or decree. Nothing herein contained shall excuse any person entitled to the benefits of the insurance contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

PART V.—Payment of Indemnity to Persons Other Than Original Insured

SECTION 19. *Transfers of interest in insured crop.*—Payment of indemnity will be made only to the person or persons having the insured interest in a cotton crop at the beginning of harvest or the time of loss, whichever occurs first. In the event that there is a transfer of the insured interest in a cotton crop after planting and before the beginning of harvest, or the time of loss, whichever occurs first, the transferee shall be entitled to the benefits of the insurance contract as follows: (1) if the transfer is one of the entire insured interest in the crop or a percentage of such entire interest, the insurance unit shall not be changed, and the transferee shall be entitled to indemnity payable; (2) if the transfer is one of the insured interest or a portion thereof in a portion of the acreage constituting the insured crop (and as the result of such transfers the farm is not divided into four or more units of ownership or operation) the acreage with respect to which such interest is transferred shall constitute a separate insurance unit for the purposes of determining the amount of loss: *Provided, however,* That if any such transfer takes place after material damage to the insured crop or portion thereof and the Corporation determines that the transfer was made for the purpose of requiring that the Corporation pay a greater indemnity than would

have been paid if the transfer had not taken place, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place. If, as a result of such transfers, the interest of the transferor is divided into four or more units of ownership or operation, the insurance unit shall remain unchanged and the indemnity, if any, payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons and payment in any such manner shall constitute a complete discharge of the Corporation's liability under the contract.

SECTION 20. *Death, incompetency, or disappearance of insured.*—(a) If the insured dies, is judicially declared incompetent, or disappears, before the time of loss or the time harvest is commenced, whichever occurs first, and his insured interest in a cotton crop is a part of his estate at the time of loss, or if insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is otherwise duly qualified. If no such representative is or will be appointed, the indemnity shall be paid to the persons beneficially entitled to share in the insured's interest in the crop or to any one or more of such persons on behalf of all such persons: *Provided, however,* That if the indemnity exceed 5,000 pounds of cotton the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is appointed by the Court or otherwise legally qualified.

(b) If the insured dies, is judicially declared incompetent, or disappears before the time harvest is commenced, or the time of loss, whichever occurs first, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person or persons

having such interest in the crop in the manner provided for in section 19.

(c) An insured shall be considered to have disappeared within the meaning of this section if he leaves his place of residence and his whereabouts have been unknown for a period of 150 days.

SECTION 21. *Collateral assignment of insurance contract.*—An insurance contract may be assigned by the original insured as collateral security for a current loan, current advances to assist in the making of a cotton crop, the amount of the current year's rental due under a leasing agreement with respect to the insurance unit upon which the cotton crop is or will be planted, or the amount of the current annual installment due under a purchase, mortgage, or trust agreement covering the purchase of the insurance unit upon which the cotton crop is or will be planted and an additional amount of any delinquency which may be due under the purchase, mortgage, or trust agreement of not to exceed the amount of the current annual installment including interest and taxes. Such assignment shall be made by the execution of a form prescribed by the Corporation, and, upon approval thereof by the Corporation, the interests of the assignee will be recognized in the event that an indemnity is payable under the insurance contract, to the extent of the unpaid balance of the amount, (including interest and other charges) for which such assignment was made as collateral security: *Provided, however,* That (1) the Corporation, in payment of the indemnity may issue a check payable jointly to all persons entitled thereto and that such payment shall constitute a complete discharge of the Corporation's obligation with respect to such loss under the insurance contract; and (2) payment of any indemnity will be subject to all conditions and provisions of the insurance contract. The Corporation's approval of an assignment shall not create in the assignee any right other than that derived from the assignor. The Corporation shall in no case be bound to accept notice of any

assignment of the insurance contract, and nothing therein contained shall give any right against the Corporation to any person other than the insured except to an assignee approved by the Corporation. Only one such assignment will be recognized in connection with the insurance contract, but if an assignment is released, a new assignment of the contract may be made.

SECTION 22. *Fiduciaries.*—Any indemnity payable under an insurance contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity and settlement under the certificate of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. In the event that there is no succeeding fiduciary, payment of the indemnity and settlement under the certificate of indemnity shall be made to the persons beneficially entitled to the interest in the insured crop to the extent of their respective interests upon proper application and proof of the facts: *Provided, however,* That the loss may be adjusted with any one or more of the persons so entitled, and payment may be made to such person or persons in behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized to receive such payment by the other persons so entitled.

SECTION 23. *Indemnities subject to all provisions of insurance contract.*—Indemnities payable to any person shall be subject to all the provisions of the insurance contract, including the right of the Corporation to deduct from any such indemnity the unpaid amount of the note of the original insured for the payment of the premium. Any indemnity payable to any person other than the original insured as a result of transfer or otherwise shall be subject to any collateral assignment of the insurance contract by the original insured.

SECTION 24. *Determination of person to whom indemnity shall be paid.*—In any case where the insured has transferred his interest in all or a

portion of the cotton crop on any farm, has died, has become incompetent, has disappeared, or has ceased to act as a fiduciary, payment in accordance with the provisions of these regulations will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made to a person other than the named insured and of the person to whom such payment shall be made shall be final and conclusive. Payment of any indemnity and settlement under any certificate of indemnity in accordance with an adjustment of loss made with such person shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

PART VI.—Deposits, Refunds of Deposits, and Excess Payments

SECTION 25. *Deposits to be applied toward payment of notes for future crop years.*—(a) Any person who, at the time of submission of his application for insurance, makes a payment on the note for his 1942 crop insurance premium in an amount equal to not less than the number of pounds of cotton required as the premium on the basis of the maximum insurable acreage for each insurance unit listed in his application, may tender at such time a deposit of cash or lint cotton, not in excess of the amount paid on the note, for the payment of notes for future crop years. The Corporation reserves the right to reject the tender of any deposit.

(b) The acceptance of any deposit shall not obligate the Corporation to insure the interest of the depositor in any future insurance program, and any insurance contract for which such deposit is used will be subject to the provisions of the regulations applicable to such contract. Moreover, the depositor shall have no title or interest in any cotton held by the Corporation,

including that deposited by him, and the Corporation shall be liable to the depositor only for the cash equivalent price per pound for each pound of the quantity of cotton credited to the insured's account.

SECTION 26. *Refunds of deposits.*—Except as may otherwise be provided by the Corporation, no claim for refund of a deposit shall be made prior to the final date fixed by the Corporation for receipt of the application for the 1943 Cotton Crop Insurance Program in the county in which the insurance unit covered by the insurance contract is located: *Provided, however,* That the Corporation may refund any deposit at such earlier date as it may determine. The cash equivalent price per pound of any refund of deposit shall be determined by multiplying the number of pounds of cotton credited to the insured's account by the cash equivalent price per pound applicable for the date on which the deposit was tendered.

SECTION 27. *Refunds of excess payments.*—No refund of any note payment shall be acted upon by the Corporation until the acreage planted to cotton on all the insurance units covered by the insurance contract has been determined. Any such refund shall be a refund of the actual amount of money paid to the Corporation in excess of that determined to be necessary to pay the note executed for the payment of the premium for the insurance contract.

SECTION 28. *Assignment or transfer of claims for refunds.*—No claim for a refund, or any part or share thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment of the insurance contract as security or any transfer of interest in any cotton crop covered by the insurance contract. Refund of any deposit will be made only to the depositor and refund of any other payment will be made only to the person who made such payment.

SECTION 29. *Refund in case of death, etc.*—In any case where a person, who is entitled to a refund of a payment or a deposit, has died, has been judicially declared incompetent or has dis-

appeared, the provisions of section 20 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

PART VII.—Establishment of Average Yields and Premium Rates

SECTION 30. *Determination of farm average yields per acre of lint cotton.*—(a) When reliable and applicable records of the actual average yield of lint cotton per acre on the farm for at least five years of the period 1934–40 are available, the county committee shall determine the simple average of the annual yields per acre for such period. The annual yields of any such farm for as many as two years of the seven years 1934–40 may be appraised, or estimated, (1) if the county committee finds that the yield for any year was abnormally low due to a cause which did not result in similar losses generally throughout the county and which is not more likely to recur on the farm than to occur on any other farm in the county (hereinafter referred to as “spot loss”), (2) if the county committee finds that a computed yield is not applicable because the crop for the year was planted on a small or unrepresentative acreage, or because of a substantial change in farming practices, and (3) if no yield was computed for certain years because data were not available or because no crop was planted. Appraisal shall be based (1) upon reliable records of yields in such years on similar farms, giving due consideration to general fertility of the land, types of soil, topography, drainage, and production practices, or (2) upon the actual yield for the same or similar land on the same farm in a year of similar growing conditions.

(b) When reliable and applicable records of the actual average yield of lint cotton per acre on the farm are not available for at least five years of the period 1934–40, the average yield for the farm shall be determined on the basis of comparison of the farm with a similar “key farm,” that is, a similar farm for which the

average yield has been established under paragraph (a) and (c) of this section, taking into consideration any differences between the two farms in general fertility, types of soil, topography, drainage, and production practices.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this section, the county committee shall use the methods of determining the average yield prescribed in paragraph (a) of this section in any county for farms for which reliable and applicable data for four years of the period 1934–40, with appraisals or estimates of the annual average yield for three years, when necessary in order that the number of farms qualifying under paragraph (a) and this paragraph may equal the smaller of (1) ten percent of the cotton farms in the county or (2) 100 farms, or may be sufficiently representative of all types of cotton farming conditions in the county to serve as adequate samples for the appraisals prescribed in paragraph (b) of this section.

(d) In counties where the provisions of paragraph (c) of section 33 apply and reliable and applicable records of the actual production and acreage of lint cotton are available for at least five years of the period 1934–40, the county committee shall determine, in accordance with instructions issued by the Corporation, the simple average of the annual yields per acre for the five-year period 1936–40 or the weighted average for the same period using the acreage planted as the basis of weighting. The annual yields of any such farms for as many as two years of the seven years 1934–40 may be appraised or estimated, (1) if a “spot loss” has occurred in any year or, (2) if the county committee finds that a computed yield is not applicable because the crop for the year was planted on a small or unrepresentative acreage or because of a substantial change in farming practices, or (3) if no yield was computed for certain years because data were not available or because no crop was planted. Appraisals shall be made in the manner provided for in paragraph (a) of this sec-

tion. For farms which do not meet these qualifications, the average yield for the farm shall be determined on the basis of comparison of the farm with a similar "key farm," that is, a similar farm for which the average yield has been computed as provided above in this paragraph, taking into consideration any differences between the two farms in general fertility, types of soil, topography, drainage, and production practices.

(e) The weighted average of the average yields established for all farms in the county, obtained by weighting such average yields by the cotton acreage allotments for such farms under the 1942 Agricultural Conservation Program, shall not exceed the county check yield established by the Corporation.

SECTION 31. *Determination of premium rates for insurance.*—(a) For all farms in the county for which the average yield is established under paragraph (a), (c), or (d) of section 30 the premium rate, for lint cotton insurance only, shall be determined (1) by obtaining the average loss cost, that is, the simple average of the extent to which the yield on the farm during each year of the period 1934–40 fell below 75 percent of the average yield for the farm to be insured, and (2) by averaging such figure with the county check premium rate for 75-percent insurance of the average yield, giving a weight of three to the average farm loss cost and a weight of one to the county check premium rate, or equal weights to each such figure where the Corporation determines that such procedure more adequately reflects the risks to be incurred on the farms in the county. The same method of weighting shall be used for all farms in the county, unless the Corporation determines that cotton farming conditions within a county are so different as to warrant the use of one method of weighting in one or more administrative areas within the county and the other method in the other administrative area or areas within the county.

(b) For farms in the county for which the average yields have been established in accord-

ance with paragraph (b) of section 30, premium rates, for lint cotton insurance only, shall be established by appraisal on the basis of comparison of each such farm with a similar "key farm," taking into consideration any difference in risks of loss between the two farms.

(c) The average of the premium rates for lint cotton insurance established for all farms in the county, weighted by the cotton acreage allotments established for such farms under the 1942 Agricultural Conservation Program, shall not be less than the county check premium rate established by the Corporation.

(d) The minimum premium rate per acre for 75-percent insurance on lint cotton shall be four pounds of lint cotton plus two percent of the average yield established for the farm, except that for farms with an average yield of less than 100 pounds per acre the minimum premium rate shall be six percent of the average yield for the farm.

(e) The premium rate for 50-percent insurance on lint cotton shall be determined by applying a percentage factor to the 75-percent lint cotton insurance premium rate, irrespective of the minimum premium rate, which has been established for the farm. This factor shall be based upon the relationship between the county loss cost for 50-percent insurance and the county loss cost for 75-percent insurance but shall not be less than 15 percent. The minimum rate for 50-percent insurance shall be one-third of the minimum rate for 75-percent insurance.

(f) The premium rates so determined for lint cotton insurance shall be increased by 19 percent as premium for coverage against loss of cottonseed.

SECTION 32. *Average yields and premium rates where farm varies widely in productivity or risk of loss.*—When the land comprising any farm consists of tracts varying widely in productivity, topography, or risk of loss, separate average yields and premium rates may be established by the Corporation for such tracts on the

basis of appraisal, taking into consideration the yield data available.

SECTION 33. *County check yields.*—County check yields shall be determined by the Corporation as follows:

(a) In counties where the Corporation finds that there is a definite upward or downward trend due to farming practices, the county check yield will be the average for the seven-year period 1934–40.

(b) In counties where the Corporation finds that there is no apparent upward or downward trend or that any apparent trend is not due to farming practices but is due to variation in weather conditions, the average yield for the period 1928–40 or other representative period shall be used.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this section, in counties where the 1942 Agricultural Conservation Program county normal yield for cotton is within five percent of the yield determined under either paragraph (a) or (b) of this section, and the county and state committees determine that the computations of the normal yields established under said program for the farms in the county have not included any adjustments for abnormal weather conditions except “spot losses,” the 1942 Agricultural Conservation Program county normal yield for cotton will be the county check yield for the 1942 Cotton Crop Insurance Program.

SECTION 34. *County check premium rates.*—The Corporation shall establish county check premium rates on the basis of average loss cost for the county for a representative period as determined by the Corporation from annual yield data for the county during such period and the relationship between yields and loss costs for sample farms in the county selected for actuarial purposes, adjusted to reflect risks of loss not included in actuarial data available to the Corporation.

SECTION 35. *Average yields and premium rates for fractional parts of a farm.*—The average

yield and premium rate for a fractional part of a farm which is to be insured as a separate insurance unit shall be appraised in accordance with instructions issued by the Corporation. Such appraisals shall be based upon the average yield and rate for farms similar in acreage, farming practices, topography, and risk of loss, taking into consideration the average yield established for the entire farm. Due to the increased risk of loss to the Corporation involved in insuring separately fractional parts of a farm, the appraised premium rate for a fractional part of a farm shall not be lower than the premium rate established for the entire farm, or, where there are four or more fractional parts of a farm, shall not be lower than such rate increased as provided in the table below, unless a lower appraised premium rate is found by the Corporation to be fair and just in view of the production conditions and risk of loss applicable to the fractional part of the farm:

Number of fractional parts in farm as determined by the county committee	Increase factor
4	1.05
5	1.06
6	1.07
7	1.08
8	1.09
9	1.10
10	1.11
11	1.12
12	1.13
13	1.14
14	1.15
15	1.16
16	1.17
17	1.18
18	1.19
19 or more	1.20

In the event that there are four or more fractional parts of the farm and the county committee cannot determine the number of units or the units are not reasonably uniform in size, the applicable increase factor shall be determined by dividing the cotton acreage allotment for the farm under the 1942 Agricultural Conservation Program by the cotton acreage in each unit. If the result of the division is two the increase factor shall be 1.03; and if the result of the division is three, the increase factor shall be 1.04. For

other results of the division, the foregoing table will apply.

PART VIII.—General

SECTION 36. Meaning of terms.—For the purposes of the 1942 Cotton Crop Insurance Program, the term:

(a) **Average yield** means the average yield of lint cotton per acre established for the insurance unit by the Corporation.

(b) **Cash equivalent price per pound** means the net price per pound of lint cotton established by the Corporation for the area in which the insurance unit is located on the basis of the price of lint cotton at the applicable spot market with differentials for the location of the area in which the insurance unit is situated.

(c) **Closing date** means the final date for the area specified in section 45 for the submission of applications for insurance to the office of the county committee, or the beginning of the planting of the cotton crop on any of the insurance units covered by the application for insurance, whichever occurs first.

(d) **Corporation** means the Federal Crop Insurance Corporation.

(e) **Cotton crop** means only American Upland, and American Egyptian cotton when yields and rates have been approved by the Corporation, and does not include any cotton planted primarily for experimental purposes.

(f) **Crop year** means the period within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) **County** means a political or civil division of a State and includes parishes in Louisiana.

(h) **County committee** means the group of persons elected within any county to assist in the administration of the agricultural conservation program in such county.

(i) **Farm** means all adjacent or nearby farm land under the same ownership which is operated by one person, including also: (1) any other adjacent or nearby farm land which the

county committee determines is operated by the same person as part of the same unit with respect to the rotation of crops and with work-stock, farm machinery, and labor substantially separate from that for any other lands; and (2) any field-rented tract (whether operated by the same or another person) which, together with any other land included in the farm, constitutes a unit with respect to the rotation of crops. (3) A farm shall be regarded as located in the county or administrative area, as the case may be, in which the principal dwelling is situated, or, if there is no dwelling thereon, it shall be regarded as located in the county or administrative area, as the case may be, in which the major portion of the farm is located.

(j) **Insurance contract** means the contract of insurance entered into between the applicant and the Corporation by virtue of the application for insurance, Form FCI-212-C, the acceptance in writing by the county committee of the application for insurance, the Acreage Report, Form FCI-219, and these regulations, FCI-Regulations-201-C, and amendments thereto; provided that the lint cotton insurance per acre and the premium rate(s) listed in the application have been or are approved by the Corporation for the insurance unit(s) listed.

(k) **Insured percentage** means the percentage of the average yield of lint cotton per acre for the insurance unit covered by insurance, and shall be either 50 or 75 percent.

(l) **Insurance unit** with respect to each insured shall be all or a portion of the acreage considered as a farm for the purpose of establishing the average yield and premium rate in which the insured has an interest as a cotton producer at the time of planting except that when such acreage consists of land, part of which is regularly irrigated and part never irrigated or acreage upon part of which American Upland is grown and upon part of which American Egyptian is grown such acreage shall be divided into separate insurance units.

(m) **Landlord or owner** means a person who owns farm land and either rents such land to another person or operates it as a farm.

(n) **Lint cotton insurance per acre** means the number of pounds of lint cotton per acre for which the applicant is insured and shall be based upon the insured percentage.

(o) **Maximum insurable acreage** means the largest number of acres of cotton which may be insured on an insurance unit. Such acreage shall be the cotton acreage allotment for the insurance unit under the 1942 Agricultural Conservation Program. In the event that the insurance unit is a part of the farm for which such cotton acreage allotment is established under the 1942 Agricultural Conservation Program, the total of the maximum insurable acreages for all units constituting the farm shall not exceed such allotment, and, if the cotton planted on all such units does exceed such allotment, the maximum insurable acreage for each such unit shall be the same percentage of the acreage planted to cotton on the unit as the cotton acreage allotment for the farm is of the total acreage planted to cotton on all such units. The term cotton acreage allotment shall also mean permitted acreage where applicable. The maximum insurable acreage of American Egyptian cotton shall be 80 percent of the cropland on the farm.

(p) **Operator** means a person who as landlord or cash tenant or standing or fixed-rent tenant is operating a farm or who as a share tenant is operating a whole farm.

(q) **Person** means an individual, partnership, association, corporation, estate, or trust, and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(r) **Premium rate** means the premium rate per acre established by the Corporation.

(s) **Sharecropper** means a person who works a farm in whole or in part under the direction and supervision of the operator, who usually furnishes his labor and bears a specified per-

centage of certain production expenses and is entitled to receive a specified percentage of the crops that he produces, or a specified percentage of the proceeds therefrom.

(t) **State committee** means the group of persons designated within any state to assist in the administration of the agricultural conservation program in such state.

(u) **Tenant** means a person other than a sharecropper who rents land from another person (for cash, a fixed commodity payment, or a share of the crop or proceeds therefrom), who bears all or a portion of the production and processing expenses, who farms independently or under the general supervision of the operator, and who is entitled under a written or oral lease or agreement to receive all or a share of the crop or proceeds therefrom produced on such land.

SECTION 37. Gender and plural meaning of terms.—Any term used in the masculine or in the singular shall also be construed or applied in the feminine or neuter gender, or in the plural number, wherever the context or application of such term so requires.

SECTION 38. Restriction on purchase and sale of cotton by the Corporation.—The restriction on the purchases and sale of cotton, as provided in section 508 (d) of the Federal Crop Insurance Act, as amended, reads as follows:

Insofar as practicable, the Corporation shall purchase the agricultural commodity only at the rate and to a total amount equal to the payment of premiums in cash by farmers or to replace promptly the agricultural commodity sold to prevent deterioration; and shall sell the agricultural commodity only to the extent necessary to cover payments of indemnities and to prevent deterioration: *Provided, however,* That nothing in this section shall prevent prompt offset purchases and sales of the agricultural commodity for convenience in handling. Nothing in this section shall prevent the Corporation from accepting, for the payment of premiums, notes payable in the commodity insured, or the cash equivalent, upon such security as may be determined pursuant to subsection (b) of this section, and from purchasing the quantity of the commodity represented by any of such notes not paid at maturity.

SECTION 39. *Records, access to farm.*—For the purpose of enabling the Corporation to determine the loss under the insurance contract, the insured shall keep, or cause to be kept, records of the harvesting, ginning, storage, shipment, sale, or other disposition, of all cotton production on each insurance unit covered by the insurance contract. Such records shall be made available for examination by the Corporation, and as often as may reasonably be required, any person or persons designated by the Corporation shall have access to the farm.

SECTION 40. *Review of determinations of county committees.*—All determinations by county committees shall be subject to review and approval or revision by duly authorized representatives of the Corporation.

SECTION 41. *Applicant's warranties; voidance for fraud.*—The insurance contract may be voided and the premium forfeited to the Corporation without waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the insurance contract, the subject thereof, or his interest in the cotton crop covered thereby, or if the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or if the insured fails to give any notice, or otherwise fails to comply with the terms of the contract at the time and in the manner prescribed.

SECTION 42. *Modification of insurance contract.*—No notice to any county committee or representative of the Corporation or knowledge possessed by any such county committee or representative or by any other person shall be held to effect a waiver of or change in any part of the insurance contract or estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writ-

ing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the insurance contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers hereunder or by any requirement, act, or proceeding, on the part of the Corporation or of its representatives, relating to appraisal or to any examination herein provided for.

SECTION 43. *Fractional units in acres and yields.*—Fractions of yields per acre shall be rounded to the nearest pound. Fractions of loss costs and premium rates shall be rounded to the nearest tenth of a pound. Fractions of pounds, other than loss costs and premium rates, shall be rounded to the nearest pound. Fractions of acres representing total acres of cotton shall be rounded to the nearest tenth of an acre. Computations shall be carried to one digit beyond the digit that is to be rounded. If the extra digit computed is 1, 2, 3, or 4, the rounding shall be downward. If the extra digit computed is 6, 7, 8, or 9, the rounding shall be upward. If the extra digit computed is 5, the computation shall be carried to another digit. If the two extra digits are 50, the rounding shall be downward, and if the two extra digits are 51 or any higher figure, the rounding shall be upward.

SECTION 44. *Forms and instructions.*—The Corporation may issue such forms, instructions and procedures as may be necessary to carry out the provisions of these regulations.

SECTION 45. *Closing dates for submission of applications.*—The closing dates established by the Corporation for the submission of applications to the office of the county committee are as follows:

ALABAMA

March 1 for the counties of Baldwin, Barbour, Bullock, Butler, Choctaw, Clarke, Coffee, Conecuh, Covington, Crenshaw, Dale, Dallas, Escambia, Geneva, Henry, Houston, Lowndes, Macon, Marengo, Mobile, Monroe, Montgomery,

Pike, Russell, Washington, and Wilcox and March 15, for all other counties in the state.

ARIZONA

March 1 for all counties.

ARKANSAS

March 15 for all counties.

CALIFORNIA

March 1 for all counties.

FLORIDA

March 1 for all counties.

GEORGIA

March 1 for the counties of Appling, Atkinson, Bacon, Baker, Baldwin, Ben Hill, Berrien, Bibb, Bleckley, Brantley, Brooks, Bryan, Bulloch, Burke, Calhoun, Camden, Candler, Charlton, Chatham, Chattahoochee, Clay, Clinch, Coffee, Colquitt, Columbia, Cook, Crawford, Crisp, Decatur, Dodge, Dooly, Dougherty, Early, Echols, Effingham, Emanuel, Evans, Glascock, Glynn, Grady, Hancock, Houston, Irwin, Jeff Davis, Jefferson, Jenkins, Johnson, Lanier, Laurens, Lee, Liberty, Long, Lowndes, McDuffie, McIntosh, Macon, Marion, Miller, Mitchell, Montgomery, Muscogee, Peach, Pierce, Pulaski, Quitman, Randolph, Richmond, Schley, Screven, Seminole, Stewart, Sumter, Tattnall, Taylor, Telfair, Terrell, Thomas, Tift, Toombs, Treutlen, Turner, Twiggs, Ware, Warren, Washington, Wayne, Webster, Wheeler, Wilcox, Wilkinson, and Worth. March 15 for all other counties in the state.

ILLINOIS

March 31 for all counties.

KANSAS

March 31 for all counties.

KENTUCKY

March 31 for all counties.

LOUISIANA

March 1 for all counties.

MISSISSIPPI

March 1 for the counties of Adams, Amite,

Claiborne, Clarke, Copiah, Covington, Forrest, Franklin, George, Greene, Hancock, Harrison, Hinds, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Lamar, Lawrence, Lincoln, Marion, Pearl River, Perry, Pike, Rankin, Simpson, Smith, Stone, Walthall, Wayne, Wilkinson. March 15 for all the other counties in the state.

MISSOURI

March 31 for all counties.

NEW MEXICO

March 31 for the counties of Curry, Harding, Lea, Quay, and Roosevelt. March 1 for all other counties in the state.

NORTH CAROLINA

March 15 for all counties.

OKLAHOMA

March 15 for the counties of Adair, Atoka, Bryan, Canadian, Carter, Cherokee, Choctaw, Cleveland, Coal, Craig, Creek, Delaware, Garfield, Garvin, Grady, Grant, Haskell, Hughes, Jefferson, Johnston, Kay, Kingfisher, Latimer, Le Flore, Lincoln, Logan, Love, McClain, McCurtain, McIntosh, Marshall, Mayes, Murray, Muskogee, Noble, Nowata, Okfuskee, Oklahoma, Okmulgee, Osage, Ottawa, Pawnee, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Rogers, Seminole, Sequoyah, Stephens, Tulsa, Wagoner, and Washington. March 31 for all other counties in the state.

SOUTH CAROLINA

March 15 for all counties.

TENNESSEE

March 15 for all counties.

TEXAS

January 31 for the counties of Cameron, Hidalgo, Starr, Willacy.

March 1 for the counties of Anderson, Angelina, Aransas, Atascosa, Austin, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Brazoria, Brazos, Brewster, Brooks, Burleson, Burnet, Caldwell, Calhoun, Chambers, Cherokee, Colorado, Comal, Coryell, Crockett, Culberson, De Witt, Dimmit,

Duval, Edwards, El Paso, Falls, Fayette, Fort Bend, Freestone, Frio, Galveston, Gillespie, Goliad, Gonzales, Grimes, Guadalupe, Hardin, Harris, Hays, Houston, Hudspeth, Jackson, Jasper, Jeff Davis, Jefferson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lampasas, La Salle, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, Llano, Loving, McCulloch, McLennan, McMullen, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Montgomery, Nacogdoches, Newton, Nueces, Orange, Panola, Pecos, Polk, Presidio, Real, Reeves, Refugio, Robertson, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Shelby, Sutton, Terrell, Travis, Trinity, Tyler, Uvalde, Val Verde, Victoria, Walker, Waller, Ward, Washington, Webb, Wharton, Williamson, Wilson, Winkler, Zapata, Zavala.

March 15 for the counties of Andrews, Borden, Bosque, Bowie, Brown, Callahan, Camp, Cass, Clay, Coke, Coleman, Collin, Comanche, Concho, Cooke, Crane, Dallas, Dawson, Delta, Denton, Eastland, Ector, Ellis, Erath, Fannin, Fisher, Franklin, Gaines, Glasscock, Grayson, Gregg, Hamilton, Harrison, Henderson, Hill, Hood, Hopkins, Howard, Hunt, Irion, Jack, Johnson, Jones, Kaufman, Lamar, Marion, Martin, Midland, Mills, Mitchell, Montague, Morris, Navarro, Nolan, Palo Pinto, Parker, Rains, Reagan, Red River, Rockwall, Runnels, Scurry, Shackelford, Smith, Somervell, Stephens, Sterling, Tarrant, Taylor, Titus, Tom Green, Upshur, Upton, Van Zandt, Wise, and Wood.

March 31 for the counties of Archer, Armstrong, Bailey, Baylor, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Foard, Garza, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Hutchinson, Kent, King, Knox, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Stonewall, Swisher, Terry,

Throckmorton, Wheeler, Wichita, Wilbarger, Yoakum, Young.

VIRGINIA

March 15 for all counties.

SECTION 46. *Maturity dates in 1942 for premium notes under 1942 Cotton Crop Insurance Program.*—The dates established by the Corporation for the maturity of 1942 Cotton Crop Insurance premium notes are as follows:

FLORIDA

September 15 for all counties.

MISSISSIPPI

September 15 for the counties of Adams, Amite, Claiborne, Clarke, Copiah, Covington, Forrest, Franklin, George, Greene, Hancock, Harrison, Hinds, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Lamar, Lawrence, Lincoln, Marion, Pearl River, Perry, Pike, Rankin, Simpson, Smith, Stone, Walthall, Wayne, Wilkinson. September 30 for all other counties in the state.

ALABAMA

September 15 for the counties of Baldwin, Barbour, Bullock, Butler, Choctaw, Clarke, Coffee, Conecuh, Covington, Crenshaw, Dale, Dallas, Escambia, Geneva, Henry, Houston, Lowndes, Macon, Marengo, Mobile, Monroe, Montgomery, Pike, Russell, Washington, Wilcox. October 5 for all other counties in the state.

GEORGIA

September 15 for the counties of Appling, Atkinson, Bacon, Baker, Baldwin, Ben Hill, Berrien, Bibb, Bleckley, Brantley, Brooks, Bryan, Bulloch, Burke, Calhoun, Camden, Candler, Charlton, Chatham, Chattahoochee, Clay, Clinch, Coffee, Colquitt, Columbia, Cook, Crawford, Crisp, Decatur, Dodge, Dooly, Dougherty, Early, Echols, Effingham, Emanuel, Evans, Glascock, Glynn, Grady, Hancock, Houston, Irwin, Jeff Davis, Jefferson, Jenkins, Johnson,

Lanier, Laurens, Lee, Liberty, Long, Lowndes, McDuffie, McIntosh, Macon, Marion, Miller, Mitchell, Montgomery, Muscogee, Peach, Pierce, Pulaski, Quitman, Randolph, Richmond, Schley, Screven, Seminole, Stewart, Sumter, Tattnall, Taylor, Telfair, Terrell, Thomas, Tift, Toombs, Treutlen, Turner, Twiggs, Ware, Warren, Washington, Wayne, Webster, Wheeler, Wilcox, Wilkinson, Worth. October 10 for all other counties in the state.

SOUTH CAROLINA

October 5 for all counties.

NORTH CAROLINA

October 25 for all counties.

TENNESSEE

October 15 for all counties.

KENTUCKY

October 20 for all counties.

ILLINOIS

October 20 for all counties.

VIRGINIA

October 20 for all counties.

TEXAS

August 1 for the counties of Cameron, Hidalgo, Starr, Willacy.

September 1 for the counties of Anderson, Angelina, Aransas, Atascosa, Austin, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Brazoria, Brazos, Brewster, Brooks, Burleson, Burnet, Caldwell, Calhoun, Chambers, Cherokee, Colorado, Comal, Coryell, Crockett, Culberson, De Witt, Dimmit, Duval, Edwards, El Paso, Falls, Fayette, Fort Bend, Freestone, Frio, Galveston, Gillespie, Goliad, Gonzales, Grimes, Guadalupe, Hardin, Harris, Hays, Houston, Hudspeth, Jackson, Jasper, Jeff Davis, Jefferson, Jim

Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lampasas, La Salle, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, Llano, Loving, McCulloch, McLennan, McMullen, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Montgomery, Nacogdoches, Newton, Nueces, Orange, Pannola, Pecos, Polk, Presidio, Real, Reeves, Refugio, Robertson, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Shelby, Sutton, Terrell, Travis, Trinity, Tyler, Uvalde, Val Verde, Victoria, Walker, Waller, Ward, Washington, Webb, Wharton, Williamson, Wilson, Winkler, Zapata, Zavala.

September 15 for the counties of Andrews, Borden, Bosque, Bowie, Brown, Callahan, Camp, Cass, Clay, Coke, Coleman, Collin, Comanche, Concho, Cooke, Crane, Dallas, Dawson, Delta, Denton, Eastland, Ector, Ellis, Erath, Fannin, Fisher, Franklin, Gaines, Glasscock, Grayson, Gregg, Hamilton, Harrison, Henderson, Hill, Hood, Hopkins, Howard, Hunt, Irion, Jack, Johnson, Jones, Kaufman, Lamar, Marion, Martin, Midland, Mills, Mitchell, Montague, Morris, Navarro, Nolan, Palo Pinto, Parker, Rains, Reagan, Red River, Rockwall, Runnels, Scurry, Shackelford, Smith, Somervell, Stephens, Sterling, Tarrant, Taylor, Titus, Tom Green, Upshur, Upton, Van Zandt, Wise, Wood.

October 20 for the counties of Archer, Armstrong, Bailey, Baylor, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Foard, Garza, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Hutchinson, Kent, King, Knox, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Stonewall, Swisher, Terry, Throckmorton, Wheeler, Wichita, Wilbarger, Yoakum, Young.

LOUISIANA

September 20 for all counties.

ARKANSAS

October 10 for all counties.

MISSOURI

October 15 for all counties.

OKLAHOMA

October 15 for the counties of Adair, Atoka, Bryan, Canadian, Carter, Cherokee, Choctaw, Cleveland, Coal, Craig, Creek, Delaware, Garfield, Garvin, Grady, Grant, Haskell, Hughes, Jefferson, Johnston, Kay, Kingfisher, Latimer, Le Flore, Lincoln, Logan, Love, McClain, McCurtain, McIntosh, Marshall, Mayes, Murray, Muskogee, Noble, Nowata, Okfuskee, Oklahoma, Okmulgee, Osage, Ottawa, Pawnee, Payne,

Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Rogers, Seminole, Sequoyah, Stephens, Tulsa, Wagoner, Washington. October 25 for all other counties in the state.

KANSAS

October 25 for all counties.

NEW MEXICO

October 15 for all counties.

ARIZONA

October 15 for all counties.

CALIFORNIA

October 1 for all counties.